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10 Attorneys for defendants Consumer Law
11 Associates, LLC; Jimmy Persels and Neil
Ruther

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

15 KENNETH R. BROWN, individually
16 and on behalf of a Class of similarly
situated Washington residents,

17 Plaintiff,

18 V.

19 CONSUMER LAW ASSOCIATES
20 LLC, a Maryland Limited Liability
Company; JIMMY B. PERSELS, a
Maryland Attorney; NEIL J. RUTHER,
21 a Maryland Attorney; DR OPTIONS
LLC d/b/a DEBT RELIEF OPTIONS
LLC, a Texas Limited Liability
22 Company; EFA PROCESSING L.P., a
Texas Limited Partnership and JOHN
23 AND JANE DOES 1-20

24 Defendants.

No. 11-00194-LRS

**ANSWER AND DEFENSES TO
COMPLAINT BY DEFENDANTS
CONSUMER LAW ASSOCIATES,
LLC, NEIL RUTHER, AND
JIMMY PERSELS**

[Putative Class Action]

1 Defendants Consumer Law Associates, LLC (“CLA”), Neil Ruther
2 (“Ruther”), and Jimmy Persels (“Persels”) (collectively, “Consumer Law
3
4 Defendants”) jointly answer plaintiff’s Complaint as follows:

5 **I. INTRODUCTION**

6 1.1 Consumer Law Defendants deny the allegations in paragraph 1.1 of
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8 the Complaint.

9 1.2 Consumer Law Defendants deny the allegations in paragraph 1.2 of
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11 the Complaint.

12 1.3 Consumer Law Defendants deny the allegations in paragraph 1.3 of
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14 the Complaint.

15 1.4 Consumer Law Defendants deny the allegations in paragraph 1.4 of
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17 the Complaint.

18 1.5 Consumer Law Defendants deny the allegations in paragraph 1.5 of
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20 the Complaint.

21 1.6 Consumer Law Defendants deny the allegations in paragraph 1.6 of
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23 the Complaint, deny Plaintiff or putative class members state a cognizable cause of
24 action and further deny that this matter is appropriate for proceeding as a class
25 action.

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ANSWER AND DEFENSES TO COMPLAINT - 2

II. PARTIES

2.1 Consumer Law Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 2.1 pertaining to Kenneth Brown's current domicile and residence and therefore Consumer Law Defendants deny those allegations. Consumer Law Defendants deny the allegations in sentence two of paragraph 2.1.

2.2 Consumer Law Defendants admit that CLA is a law firm. CLA admits that it is organized as a Maryland limited liability company that maintains an office at 29 W. Susquehanna Avenue, Suite 400, Towson, Maryland. Consumer Law Defendants further admit that CLA provides legal advice and other legal services focused on helping its clients get out of debt. Consumer Law Defendants admit that CLA provides legal services across the United States, including in the State of Washington. Legal services in Washington are provided by CLA attorneys licensed to practice in Washington and, therefore, Consumer Law Defendants deny the allegation. Jimmy Persels and Neil Ruther are not licensed in Washington, in contrast with, for example, CLA attorney Traci Mears. Consumer Law Defendants deny the remaining allegations in paragraph 2.2 of the Complaint.

2.3 Consumer Law Defendants admit that Persels is an attorney who resides in and is licensed to practice in Maryland and that he is not licensed to

ANSWER AND DEFENSES TO COMPLAINT - 3

1 practice law in Washington. Consumer Law Defendants denies that, at this time,
2 Persels is involved with the management of CLA, though at certain times in the
3 past was involved with such management. Consumer Law Defendants deny the
4 last sentence of paragraph 2.3.

5 2.4 Consumer Law Defendants admit that Ruther is an attorney who
6 resides and is licensed to practice in Maryland and that he is involved with the
7 management of CLA. Consumer Law Defendants deny the last sentence of
8 paragraph 2.4 of the Complaint.

9 2.5 Consumer Law Defendants are without knowledge or information
10 sufficient to form a belief as to the truth of the allegations in paragraph 2.5 of the
11 Complaint and therefore Consumer Law Defendants deny those allegations.

12 2.6 Consumer Law Defendants are without knowledge or information
13 sufficient to form a belief as to the truth of the allegations in paragraph 2.6 of the
14 Complaint and therefore Consumer Law Defendants deny those allegations.

15 2.7 Consumer Law Defendants are without knowledge or information
16 sufficient to form a belief as to the truth of the allegations in paragraph 2.7 of the
17 Complaint and therefore Consumer Law Defendants deny those allegations.

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ANSWER AND DEFENSES TO COMPLAINT - 4

III. JURISDICTION AND VENUE

3.1 Consumer Law Defendants admit that the Complaint, as drafted, places more than \$5,000,000 in controversy, exclusive of interest, and involves a putative class composed of an unknown number of members, all of whom are citizens of a state different from that of Consumer Law Defendants, thereby creating a basis for subject matter jurisdiction under the Class Action Fairness Act of 2005. Consumer Law Defendants deny any of its conduct gives rise to any liability alleged by Plaintiff. Consumer Law Defendants denies that there exist the requisite bases for certification of a class action.

3.2 Consumer Law Defendants deny the allegations in paragraph 3.2 of the Complaint.

3.3 Consumer Law Defendants deny the allegations in paragraph 3.3 of the Complaint.

IV. FACTS

4.1 Consumer Law Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 4.1 of the Complaint and therefore Consumer Law Defendants deny those allegations because there are many reasons why some Washington families are struggling to pay their credit card debts, while other families are able to pay their debts. The

1 reasons why some families are struggling and others are not is particular to each
 2 individual family. For example, some families may have experienced the loss of a
 3 job by one or more family members; other families may have experienced a family
 4 member's physical illness or mental illness; some families experience financial
 5 hardship due to a gambling problem, or drug addiction, or are the victim of crime
 6 or an accident or domestic abuse. Some families spend more than is reasonably
 7 prudent. There are many, many reasons, requiring a individualized analysis of
 8 each person's situation.

11 4.2 Consumer Law Defendants are without knowledge or information
 12 sufficient to form a belief as to the truth of the allegations in paragraph 4.2 of the
 13 Complaint and therefore Consumer Law Defendants deny those allegations.
 14

16 4.3 Plaintiff has brought claims under Washington law. Consumer
 17 Law Defendants admit that Washington has enacted a statute addressing debt
 18 services. Consumer Law Defendants deny the remaining allegations in paragraph
 19 4.3 of the Complaint and/or the remaining allegations of the paragraph set forth
 20 opinions on legal conclusions.

22 4.4 Paragraph 4.4 of the Complaint contains legal conclusions to
 23 which no answer is required and, in addition, the DAA is a statutory enactment, the
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ANSWER AND DEFENSES TO COMPLAINT - 6

1 language of which speaks for itself. To the extent an answer is required, Consumer
 2 Law Defendants deny the allegations in paragraph 4.4 of the Complaint.
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4 4.5 Paragraph 4.5 of the Complaint contains legal conclusions to
 5 which no answer is required and, in addition, the DAA is a statutory enactment, the
 6 language of which speaks for itself. To the extent an answer is required, Consumer
 7 Law Defendants deny the allegations in paragraph 4.5 of the Complaint.

8 4.6 Paragraph 4.6 of the Complaint contains legal conclusions to
 9 which no answer is required and, in addition, the DAA is a statutory enactment, the
 10 language of which speaks for itself. To the extent an answer is required, Consumer
 11 Law Defendants deny the allegations in paragraph 4.6 of the Complaint.

12 4.7 Paragraph 4.7 of the Complaint contains legal conclusions to
 13 which no answer is required and, in addition, the DAA is a statutory enactment, the
 14 language of which speaks for itself. To the extent an answer is required, Consumer
 15 Law Defendants deny the allegations in paragraph 4.7 of the Complaint.

16 4.8 Paragraph 4.8 of the Complaint contains legal conclusions to
 17 which no answer is required and, in addition, the DAA is a statutory enactment, the
 18 language of which speaks for itself. To the extent an answer is required,
 19 Consumer Law Defendants deny the allegations in paragraph 4.8 of the Complaint.

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ANSWER AND DEFENSES TO COMPLAINT - 7

1 4.9 Paragraph 4.9 of the Complaint contains legal conclusions to
 2 which no answer is required and, in addition, the DAA is a statutory enactment, the
 3 language of which speaks for itself. To the extent an answer is required, Consumer
 4 Law Defendants deny the allegations in paragraph 4.9 of the Complaint.

5 4.10 Paragraph 4.10 of the Complaint contains legal conclusions to
 6 which no answer is required and, in addition, the DAA is a statutory enactment, the
 7 language of which speaks for itself. To the extent an answer is required, Consumer
 8 Law Defendants deny the allegations in paragraph 4.10 of the Complaint.

9 4.11 Consumer Law Defendants deny the allegations in paragraph 4.11
 10 of the Complaint.

11 4.12 Plaintiff's use of the term "debt adjusting" in paragraph 4.12
 12 appears to be making reference to that term as it is defined in RCW 18.28.010. As
 13 such, Consumer Law Defendants denies the allegations in paragraph 4.12 of the
 14 Complaint insofar as the paragraph makes any allegations as to the Consumer Law
 15 Defendants. As to any of the other named defendants in this case, Consumer Law
 16 Defendants are without knowledge or information sufficient to form a belief as to
 17 the truth of the allegations in paragraph 4.12 of the Complaint and therefore
 18 Consumer Law Defendants deny those allegations.

ANSWER AND DEFENSES TO COMPLAINT - 8

1 4.13 Consumer Law Defendants are without knowledge or information
 2 sufficient to form a belief as to the truth of the allegations in paragraph 4.13 of the
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 4 Complaint and therefore Consumer Law Defendants deny those allegations.

5 4.14 Consumer Law Defendants are without knowledge or information
 6 sufficient to form a belief as to the truth of the allegations in paragraph 4.14 of the
 7
 8 Complaint and therefore Consumer Law Defendants deny those allegations.

9 4.15 Consumer Law Defendants deny the allegations in paragraph 4.15
 10 of the Complaint.
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12 4.16 CLA's assigned attorney to provide legal representation to Plaintiff
 13 is licensed to practice law in Washington and, accordingly, Consumer Law
 14 Defendants deny the allegations in paragraph 4.16 of the Complaint. Consumer
 15 Law Defendants admit that not all of its attorneys are licensed to practice law in
 16 Washington, including Ruther and Persels.
 17

18 4.17 Consumer Law Defendants deny the allegations in paragraph 4.17
 19 of the Complaint.
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21 4.18 Consumer Law Defendants admit that Plaintiff is a Washington
 22 resident who engaged CLA to act as his lawyers by signing an agreement forming
 23 an attorney-client relationship with the law firm. Consumer Law Defendants deny
 24 the remaining allegations in paragraph 4.18 of the Complaint.
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ANSWER AND DEFENSES TO COMPLAINT - 9

1 4.19 Consumer Law Defendants admit the engagement letter
 2 confirming the legal services agreement between Plaintiff and CLA bears Persels'
 3
 4 signature.

5 4.20 With regard to legal services provided to Plaintiff Brown with
 6 whom CLA established an attorney-client relationship (including for the paralegal
 7 and non-legal support services EFA provided in the context of Brown's
 8 engagement of CLA), Consumer Law Defendants denies the allegations in
 9 paragraph 4.20 of the Complaint. To the extent paragraph 4.20 makes general
 10 allegations as to EFA broader than those pertaining to CLA's attorney-client
 11 relationship with Brown, Consumer Law Defendants are without knowledge or
 12 information sufficient to form a belief as to the truth of the allegations in paragraph
 13 4.20 of the Complaint and therefore Consumer Law Defendants deny those
 14 allegations.
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 16 4.21 Consumer Law Defendants are without knowledge or information
 17 sufficient to form a belief as to the truth of the allegations in paragraph 4.21 of the
 18 Complaint and therefore Consumer Law Defendants deny those allegations.

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 22 4.22 Consumer Law Defendants deny the allegations in paragraph 4.22
 23 of the Complaint.
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ANSWER AND DEFENSES TO COMPLAINT - 10

1 4.23 Consumer Law Defendants deny the allegations in paragraph 4.23
 2 of the Complaint.
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4 4.24 Consumer Law Defendants are without knowledge or information
 5 sufficient to form a belief as to the truth of the allegations in paragraph 4.24 of the
 6 Complaint and therefore Consumer Law Defendants deny those allegations.
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8 4.25 Consumer Law Defendants deny the allegations in paragraph 4.25
 9 of the Complaint. The materials referenced in paragraph 4.25 of the Complaint,
 10 “letters” and “an agreement” are not attached to the Complaint and, as such,
 11 Consumer Law Defendants are without knowledge or information sufficient to
 12 form a belief as to the truth of the allegations in paragraph 4.25 of the Complaint
 13 and therefore Consumer Law Defendants deny those allegations. Subject to the
 14 initial inquiry as to whether the materials that Plaintiff’s counsel are reviewing in
 15 drafting the Complaint are authentic, the materials speak for themselves.
 16

17 4.26 Consumer Law Defendants admit that CLA, in communicating
 18 with its clients, sends a variety of correspondence. However, the materials
 19 referenced in paragraph 4.26 of the Complaint, “Welcome Package” and a “Client
 20 Retainer Package” are not attached to the Complaint and, as such, Consumer Law
 21 Defendants are without knowledge or information sufficient to form a belief as to
 22 the truth of the allegations in paragraph 4.26 of the Complaint and therefore
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ANSWER AND DEFENSES TO COMPLAINT - 11

1 Consumer Law Defendants deny those allegations. Subject to the initial inquiry as
2 to whether the materials that Plaintiff's counsel are reviewing in drafting the
3 Complaint are authentic, the materials speak for themselves.
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5 4.27 Consumer Law Defendants admit that CLA, in communicating
6 with its clients, sends a variety of correspondence. However, the materials
7 referenced in paragraph 4.27 of the Complaint, "Welcome Package" is not attached
8 to the Complaint and, as such, Consumer Law Defendants are without knowledge
9 or information sufficient to form a belief as to the truth of the allegations in
10 paragraph 4.27 of the Complaint and therefore Consumer Law Defendants deny
11 those allegations. Subject to the initial inquiry as to whether the materials that
12 Plaintiff's counsel are reviewing in drafting the Complaint are authentic, the
13 materials speak for themselves. The referenced telephone number is a contact
14 number for clients to contact CLA about legal services. Subject to the initial
15 inquiry as to whether the materials that Plaintiff's counsel are reviewing in drafting
16 the Complaint are authentic, the materials speak for themselves.
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19 4.28 Consumer Law Defendants admit that CLA, in communicating
20 with its clients, sends a variety of correspondence. However, the materials
21 referenced in paragraph 4.28 of the Complaint, a "Client Retainer Package" is not
22 attached to the Complaint and, as such, Consumer Law Defendants are without
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ANSWER AND DEFENSES TO COMPLAINT - 12

1 knowledge or information sufficient to form a belief as to the truth of the
2 allegations in paragraph 4.28 of the Complaint and therefore Consumer Law
3 Defendants deny those allegations. The referenced telephone number is a contact
4 number for clients to contact CLA to obtain legal services. The referenced
5 telephone number is a contact number for clients to contact CLA about legal
6 services. Subject to the initial inquiry as to whether the materials that Plaintiff's
7 counsel are reviewing in drafting the Complaint are authentic, the materials speak
8 for themselves.

11 4.29 Consumer Law Defendants admit that CLA, in communicating
12 with its clients, sends a variety of correspondence. However, the materials
13 referenced in paragraph 4.29 of the Complaint, "Welcome Package" and a "Client
14 Retainer Package" are not attached to the Complaint and, as such, Consumer Law
15 Defendants are without knowledge or information sufficient to form a belief as to
16 the truth of the allegations in paragraph 4.29 of the Complaint and therefore
17 Consumer Law Defendants deny those allegations. The referenced fax number is a
18 contact number for clients to send faxes to CLA as part of the legal services CLA
19 provides to its clients. Subject to the initial inquiry as to whether the materials
20 that Plaintiff's counsel are reviewing in drafting the Complaint are authentic, the
21 materials speak for themselves.

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ANSWER AND DEFENSES TO COMPLAINT - 13

1 4.30 Consumer Law Defendants admit that CLA, in communicating
 2 with its clients, sends a variety of correspondence. However, the materials
 3 referenced in paragraph 4.30 of the Complaint, "Welcome Package" and a "Client
 4 Retainer Package" are not attached to the Complaint and, as such, Consumer Law
 5 Defendants are without knowledge or information sufficient to form a belief as to
 6 the truth of the allegations in paragraph 4.30 of the Complaint and therefore
 7 Consumer Law Defendants deny those allegations. CLA uses several mailing
 8 addresses in connection with the legal services it provides to Plaintiff, including
 9 the address on Warren Parkway in Frisco, Texas. Subject to the initial inquiry as
 10 to whether the materials that Plaintiff's counsel are reviewing in drafting the
 11 Complaint are authentic, the materials speak for themselves.
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14 4.31 Consumer Law Defendants admit that CLA, in communicating
 15 with its clients, sends a variety of correspondence. However, the materials
 16 referenced in paragraph 4.31 of the Complaint, "Welcome Package" is not attached
 17 to the Complaint and, as such, Consumer Law Defendants are without knowledge
 18 or information sufficient to form a belief as to the truth of the allegations in
 19 paragraph 4.31 of the Complaint and therefore Consumer Law Defendants deny
 20 those allegations. Subject to the initial inquiry as to whether the materials that
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ANSWER AND DEFENSES TO COMPLAINT - 14

1 Plaintiff's counsel are reviewing in drafting the Complaint are authentic, the
 2 materials speak for themselves.
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4 4.32 Consumer Law Defendants admit that CLA, in communicating
 5 with its clients, sends a variety of correspondence, including letters in which
 6 clients and creditors of clients are requested to contact CLA. Consumer Law
 7 Defendants admit that EFA employees assist CLA in paralegal and other capacities
 8 related to the legal services that CLA attorneys furnish its clients. However, the
 9 materials referenced in paragraph 4.32 of the Complaint, "Standardized letters to
 10 consumers and creditors" are not attached to the Complaint and, as such,
 11 Consumer Law Defendants are without knowledge or information sufficient to
 12 form a belief as to the truth of the allegations in paragraph 4.32 of the Complaint
 13 and therefore Consumer Law Defendants deny those allegations. Subject to the
 14 initial inquiry as to whether the materials that Plaintiff's counsel are reviewing in
 15 drafting the Complaint are authentic, the materials speak for themselves.
 16

17 4.33 Plaintiff's use of the term "debt adjusting" in paragraph 4.33
 18 appears to be making reference to that term as it is defined in RCW 18.28.010. As
 19 such, Consumer Law Defendants denies the allegations in paragraph 4.33 of the
 20 Complaint insofar as the paragraph makes any allegations as legal services that it
 21 provided to Plaintiff and to its other clients in Washington. As to the legal services
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ANSWER AND DEFENSES TO COMPLAINT - 15

1 that CLA provided to Plaintiff and its other clients in Washington, CLA utilized
 2 EFA technology and other resources to assist CLA in the performance and
 3 provision of its legal work. As to any of the other named defendants in this case,
 4 Consumer Law Defendants are without knowledge or information sufficient to
 5 form a belief as to the truth of the allegations in paragraph 4.33 of the Complaint
 6 and therefore Consumer Law Defendants deny those allegations.
 7

9 4.34 Consumer Law Defendants denies the allegations in paragraph
 10 4.34 of the Complaint.
 11

12 4.35 Consumer Law Defendants deny the allegations in paragraph 4.35.

13 4.36 Plaintiff's use of the term "debt adjusting" in paragraph 4.36
 14 appears to be making reference to that term as it is defined in RCW 18.28.010. As
 15 such, Consumer Law Defendants denies the allegations in sentence one of
 16 paragraph 4.36 of the Complaint. Consumer Law Defendants admit that CLA
 17 entered into a contract with Plaintiff for legal services, which included performing
 18 legal services to assist him with resolving and negotiating his unsecured debt,
 19 which included among other services offering Plaintiff the opportunity to advise
 20 him on potential alternatives for addressing his debt, such as bankruptcy, offering
 21 him the opportunity to be provided with legal services to enforce his rights against
 22 creditors who violated the Federal Debt Collection Practices Act, offering the
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ANSWER AND DEFENSES TO COMPLAINT - 16

1 opportunity to be provided legal counsel with regard to any collection lawsuits
2 brought against him by creditors on his unsecured debt, including the preparation
3 of pleadings and papers to assist Plaintiff to defend against such lawsuits, and a
4 variety of other legal services. By way of further answer, the material referenced
5 in paragraph 4.36 of the Complaint, “standardized contract” is not attached to the
6 Complaint and, in addition, purports to set forth a partial quotation. As such,
7 Consumer Law Defendants are without knowledge or information sufficient to
8 form a belief as to the truth of the allegations in paragraph 4.36 of the Complaint
9 and therefore Consumer Law Defendants deny those allegations. Subject to the
10 initial inquiry as to whether the materials that Plaintiff’s counsel are reviewing in
11 drafting the Complaint are authentic, the materials speak for themselves.
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14 4.37 Consumer Law Defendants admit that CLA entered into a contract
15 with Plaintiff for legal services, which included performing legal services to assist
16 him with resolving and negotiating his unsecured debt, which included among
17 other services offering Plaintiff the opportunity to advise him on potential
18 alternatives for addressing his debt, such as bankruptcy, offering him the
19 opportunity to be provided with legal services to enforce his rights against
20 creditors who violated the Federal Debt Collection Practices Act, offering the
21 opportunity to be provided legal counsel with regard to any collection lawsuits
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ANSWER AND DEFENSES TO COMPLAINT - 17

1 brought against him by creditors on his unsecured debt, including the preparation
 2 of pleadings and papers to assist Plaintiff to defend against such lawsuits, and a
 3 variety of other legal services. CLA provided unbundled legal services to Plaintiff
 4 and entered into a legal services contract with Plaintiff that provided for, among
 5 other matters, the arrangements for fees for CLA's legal services. By way of
 6 further answer, the material referenced in paragraph 4.37 of the Complaint is not
 7 attached to the Complaint and, in addition, purports to set forth a partial quotation.
 8 As such, Consumer Law Defendants are without knowledge or information
 9 sufficient to form a belief as to the truth of the allegations in paragraph 4.37 of the
 10 Complaint and therefore Consumer Law Defendants deny those allegations.
 11 Subject to the initial inquiry as to whether the materials that Plaintiff's counsel are
 12 reviewing in drafting the Complaint are authentic, the materials speak for
 13 themselves.

14 4.38 Consumer Law Defendants admit that CLA entered into a contract
 15 with Plaintiff for legal services, which included performing legal services to assist
 16 him with resolving and negotiating his unsecured debt, which included among
 17 other services offering Plaintiff the opportunity to advise him on potential
 18 alternatives for addressing his debt, such as bankruptcy, offering him the
 19 opportunity to be provided with legal services to enforce his rights against
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ANSWER AND DEFENSES TO COMPLAINT - 18

1 creditors who violated the Federal Debt Collection Practices Act, offering the
 2 opportunity to be provided legal counsel with regard to any collection lawsuits
 3 brought against him by creditors on his unsecured debt, including the preparation
 4 of pleadings and papers to assist Plaintiff to defend against such lawsuits, and a
 5 variety of other legal services. CLA provided unbundled legal services to Plaintiff
 6 and entered into a legal services contract with Plaintiff that provided for, among
 7 other matters, the arrangements for fees for CLA's legal services. By way of
 8 further answer, the material referenced in paragraph 4.38 of the Complaint is not
 9 attached to the Complaint and, in addition, purports to set forth a partial quotation.
 10 As such, Consumer Law Defendants are without knowledge or information
 11 sufficient to form a belief as to the truth of the allegations in paragraph 4.38 of the
 12 Complaint and therefore Consumer Law Defendants deny those allegations.
 13 Subject to the initial inquiry as to whether the materials that Plaintiff's counsel are
 14 reviewing in drafting the Complaint are authentic, the materials speak for
 15 themselves.

21 4.39 Consumer Law Defendants admit that CLA entered into a contract
 22 with Plaintiff for legal services, which included performing legal services to assist
 23 him with resolving and negotiating his unsecured debt, which included among
 24 other services offering Plaintiff the opportunity to advise him on potential
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ANSWER AND DEFENSES TO COMPLAINT - 19

1 alternatives for addressing his debt, such as bankruptcy, offering him the
2 opportunity to be provided with legal services to enforce his rights against
3 creditors who violated the Federal Debt Collection Practices Act, offering the
4 opportunity to be provided legal counsel with regard to any collection lawsuits
5 brought against him by creditors on his unsecured debt, including the preparation
6 of pleadings and papers to assist Plaintiff to defend against such lawsuits, and a
7 variety of other legal services. CLA provided unbundled legal services to Plaintiff
8 and entered into a legal services contract with Plaintiff that provided for, among
9 other matters, the arrangements for fees for CLA's legal services. By way of
10 further answer, the material referenced in paragraph 4.39 of the Complaint is not
11 attached to the Complaint and, in addition, purports to set forth a partial quotation.
12 As such, Consumer Law Defendants are without knowledge or information
13 sufficient to form a belief as to the truth of the allegations in paragraph 4.39 of the
14 Complaint and therefore Consumer Law Defendants deny those allegations.
15 Subject to the initial inquiry as to whether the materials that Plaintiff's counsel are
16 reviewing in drafting the Complaint are authentic, the materials speak for
17 themselves.

24 4.40 Consumer Law Defendants admit that CLA entered into a contract
25 with Plaintiff for legal services, which included performing legal services to assist
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ANSWER AND DEFENSES TO COMPLAINT - 20

1 him with resolving and negotiating his unsecured debt, which included among
2 other services offering Plaintiff the opportunity to advise him on potential
3 alternatives for addressing his debt, such as bankruptcy, offering him the
4 opportunity to be provided with legal services to enforce his rights against
5 creditors who violated the Federal Debt Collection Practices Act, offering the
6 opportunity to be provided legal counsel with regard to any collection lawsuits
7 brought against him by creditors on his unsecured debt, including the preparation
8 of pleadings and papers to assist Plaintiff to defend against such lawsuits, and a
9 variety of other legal services. CLA provided unbundled legal services to Plaintiff
10 and entered into a legal services contract with Plaintiff that provided for, among
11 other matters, the arrangements for fees for CLA's legal services. By way of
12 further answer, the material referenced in paragraph 4.40 of the Complaint is not
13 attached to the Complaint and, in addition, purports to set forth a partial quotation.
14 As such, Consumer Law Defendants are without knowledge or information
15 sufficient to form a belief as to the truth of the allegations in paragraph 4.40 of the
16 Complaint and therefore Consumer Law Defendants deny those allegations.
17 Subject to the initial inquiry as to whether the materials that Plaintiff's counsel are
18 reviewing in drafting the Complaint are authentic, the materials speak for
19 themselves.

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ANSWER AND DEFENSES TO COMPLAINT - 21

1 4.41 Consumer Law Defendants admit that CLA entered into a contract
2 with Plaintiff for legal services, which included performing legal services to assist
3 him with resolving and negotiating his unsecured debt, which included among
4 other services offering Plaintiff the opportunity to advise him on potential
5 alternatives for addressing his debt, such as bankruptcy, offering him the
6 opportunity to be provided with legal services to enforce his rights against
7 creditors who violated the Federal Debt Collection Practices Act, offering the
8 opportunity to be provided legal counsel with regard to any collection lawsuits
9 brought against him by creditors on his unsecured debt, including the preparation
10 of pleadings and papers to assist Plaintiff to defend against such lawsuits, and a
11 variety of other legal services. CLA provided unbundled legal services to Plaintiff
12 and entered into a legal services contract with Plaintiff that provided for, among
13 other matters, the arrangements for fees for CLA's legal services. By way of
14 further answer, the material referenced in paragraph 4.41 of the Complaint is not
15 attached to the Complaint and, in addition, purports to set forth a partial quotation.
16 As such, Consumer Law Defendants are without knowledge or information
17 sufficient to form a belief as to the truth of the allegations in paragraph 4.41 of the
18 Complaint and therefore Consumer Law Defendants deny those allegations.
19 Subject to the initial inquiry as to whether the materials that Plaintiff's counsel are
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ANSWER AND DEFENSES TO COMPLAINT - 22

1 reviewing in drafting the Complaint are authentic, the materials speak for
 2 themselves.
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4 4.42 Consumer Law Defendants deny the allegations in paragraph 4.42
 5 of the Complaint.

6 4.43 Consumer Law Defendants admit that CLA entered into a contract
 7 with Plaintiff for legal services, which included performing legal services to assist
 8 him with resolving and negotiating his unsecured debt, which included among
 9 other services offering Plaintiff the opportunity to advise him on potential
 10 alternatives for addressing his debt, such as bankruptcy, offering him the
 11 opportunity to be provided with legal services to enforce his rights against
 12 creditors who violated the Federal Debt Collection Practices Act, offering the
 13 opportunity to be provided legal counsel with regard to any collection lawsuits
 14 brought against him by creditors on his unsecured debt, including the preparation
 15 of pleadings and papers to assist Plaintiff to defend against such lawsuits, and a
 16 variety of other legal services. CLA provided unbundled legal services to Plaintiff
 17 and entered into a legal services contract with Plaintiff that provided for, among
 18 other matters, the arrangements for fees for CLA's legal services. By way of
 19 further answer, the material referenced in paragraph 4.43 of the Complaint is not
 20 attached to the Complaint and, in addition, purports to paraphrase a portion of a
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ANSWER AND DEFENSES TO COMPLAINT - 23

1 document. As such, Consumer Law Defendants are without knowledge or
 2 information sufficient to form a belief as to the truth of the allegations in paragraph
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 4 4.43 of the Complaint and therefore Consumer Law Defendants deny those
 5 allegations. Subject to the initial inquiry as to whether the materials that Plaintiff's
 6 counsel are reviewing in drafting the Complaint are authentic, the materials speak
 7 for themselves.

9 4.44 Consumer Law Defendants admit that CLA entered into a contract
 10 with Plaintiff for legal services, which included performing legal services to assist
 11 him with resolving and negotiating his unsecured debt, which included among
 12 other services offering Plaintiff the opportunity to advise him on potential
 13 alternatives for addressing his debt, such as bankruptcy, offering him the
 14 opportunity to be provided with legal services to enforce his rights against
 15 creditors who violated the Federal Debt Collection Practices Act, offering the
 16 opportunity to be provided legal counsel with regard to any collection lawsuits
 17 brought against him by creditors on his unsecured debt, including the preparation
 18 of pleadings and papers to assist Plaintiff to defend against such lawsuits, and a
 19 variety of other legal services. CLA provided unbundled legal services to Plaintiff
 20 and entered into a legal services contract with Plaintiff that provided for, among
 21 other matters, the arrangements for fees for CLA's legal services. By way of
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ANSWER AND DEFENSES TO COMPLAINT - 24

1 further answer, the material referenced in paragraph 4.44 of the Complaint is not
 2 attached to the Complaint and, in addition, purports to set forth a partial quotation.
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 4 As such, Consumer Law Defendants are without knowledge or information
 5 sufficient to form a belief as to the truth of the allegations in paragraph 4.44 of the
 6 Complaint and therefore Consumer Law Defendants deny those allegations.
 7
 8 Subject to the initial inquiry as to whether the materials that Plaintiff's counsel are
 9 reviewing in drafting the Complaint are authentic, the materials speak for
 10 themselves.

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 12 4.45 Consumer Law Defendants deny the allegations in paragraph 4.45
 13 of the Complaint.

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 15 4.46 Consumer Law Defendants deny paragraph 4.46 of the Complaint.
 16 CLA entered into a contract with Plaintiff for legal services, which included
 17 performing legal services to assist him with resolving and negotiating his
 18 unsecured debt, which included among other services offering Plaintiff the
 19 opportunity to advise him on potential alternatives for addressing his debt, such as
 20 bankruptcy, offering him the opportunity to be provided with legal services to
 21 enforce his rights against creditors who violated the Federal Debt Collection
 22 Practices Act, offering the opportunity to be provided legal counsel with regard to
 23 any collection lawsuits brought against him by creditors on his unsecured debt,
 24
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ANSWER AND DEFENSES TO COMPLAINT - 25

1 including the preparation of pleadings and papers to assist Plaintiff to defend
2 against such lawsuits, and a variety of other legal services. CLA provided
3 unbundled legal services to Plaintiff and entered into a legal services contract with
4 Plaintiff that provided for, among other matters, the arrangements for fees for
5 CLA's legal services. By way of further answer, the material referenced in
6 paragraph 4.46 of the Complaint is not attached to the Complaint. As such,
7 Consumer Law Defendants are without knowledge or information sufficient to
8 form a belief as to the truth of the allegations in paragraph 4.46 of the Complaint
9 and therefore Consumer Law Defendants deny those allegations. Subject to the
10 initial inquiry as to whether the materials that Plaintiff's counsel are reviewing in
11 drafting the Complaint are authentic, the materials speak for themselves.
12
13

14 4.47 Consumer Law Defendants deny the allegations in paragraph 4.47
15 of the Complaint. CLA entered into a contract with Plaintiff for legal services,
16 which included performing legal services to assist him with resolving and
17 negotiating his unsecured debt, which included among other services offering
18 Plaintiff the opportunity to advise him on potential alternatives for addressing his
19 debt, such as bankruptcy, offering him the opportunity to be provided with legal
20 services to enforce his rights against creditors who violated the Federal Debt
21 Collection Practices Act, offering the opportunity to be provided legal counsel with
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ANSWER AND DEFENSES TO COMPLAINT - 26

1 regard to any collection lawsuits brought against him by creditors on his unsecured
2 debt, including the preparation of pleadings and papers to assist Plaintiff to defend
3 against such lawsuits, and a variety of other legal services. CLA provided
4 unbundled legal services to Plaintiff and entered into a legal services contract with
5 Plaintiff that provided for, among other matters, the arrangements for fees for
6 CLA's legal services. By way of further answer, the material referenced in
7 paragraph 4.47 of the Complaint is not attached to the Complaint and, in addition,
8 purports to paraphrase its contents. As such, Consumer Law Defendants are
9 without knowledge or information sufficient to form a belief as to the truth of the
10 allegations in paragraph 4.47 of the Complaint and therefore Consumer Law
11 Defendants deny those allegations. Subject to the initial inquiry as to whether the
12 materials that Plaintiff's counsel are reviewing in drafting the Complaint are
13 authentic, the materials speak for themselves.

14 4.48 Consumer Law Defendants deny the allegations in paragraph 4.48
15 of the Complaint. CLA entered into a contract with Plaintiff for legal services,
16 which included performing legal services to assist him with resolving and
17 negotiating his unsecured debt, which included among other services offering
18 Plaintiff the opportunity to advise him on potential alternatives for addressing his
19 debt, such as bankruptcy, offering him the opportunity to be provided with legal
20 services, such as unbundled legal services, to Plaintiff.

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1 services to enforce his rights against creditors who violated the Federal Debt
2 Collection Practices Act, offering the opportunity to be provided legal counsel with
3 regard to any collection lawsuits brought against him by creditors on his unsecured
4 debt, including the preparation of pleadings and papers to assist Plaintiff to defend
5 against such lawsuits, and a variety of other legal services. CLA provided
6 unbundled legal services to Plaintiff and entered into a legal services contract with
7 Plaintiff that provided for, among other matters, the arrangements for fees for
8 CLA's legal services. By way of further answer, the material referenced in
9 paragraph 4.48 of the Complaint is not attached to the Complaint and, in addition,
10 purports to paraphrase its contents. As such, Consumer Law Defendants are
11 without knowledge or information sufficient to form a belief as to the truth of the
12 allegations in paragraph 4.48 of the Complaint and therefore Consumer Law
13 Defendants deny those allegations. Subject to the initial inquiry as to whether the
14 materials that Plaintiff's counsel are reviewing in drafting the Complaint are
15 authentic, the materials speak for themselves.

21 4.49 Consumer Law Defendants deny the allegations of paragraph 4.49.
22 As stated above, Plaintiff entered into a legal services contract with CLA and, to
23 this end, CLA and Plaintiff agreed on a fee schedule for the services that were to
24 be provided by CLA, including an initial consultation fee, a retainer fee, and a
25
26

ANSWER AND DEFENSES TO COMPLAINT - 28

1 monthly service fee. The payments Plaintiff made to CLA also included monthly
 2 savings payments there were deposited into CLA's legal client trust account to
 3 aggregate over time a sufficient amount of funds to allow CLA to undertake on
 4 Plaintiff's behalf negotiations to settle Plaintiff's unsecured debt. Consumer Law
 5 defendants deny that "Defendants charged Plaintiff Brown" the charges set out in
 6 paragraph 4.49.

9 4.50 Consumer Law Defendants deny the allegations of paragraph 4.50.
 10 As stated above, Plaintiff entered into a legal services contract with CLA and, to
 11 this end, CLA and Plaintiff agreed on a fee schedule for the services that were to
 12 be provided by CLA, including an initial consultation fee, a retainer fee, and a
 13 monthly service fee. The payments Plaintiff made to CLA also included monthly
 14 savings payments there were deposited into CLA's legal client trust account to
 15 aggregate over time a sufficient amount of funds to allow CLA to undertake on
 16 Plaintiff's behalf negotiations to settle Plaintiff's unsecured debt. Consumer Law
 17 defendants deny that "Defendants charged Plaintiff Brown" the charges set out in
 18 paragraph 4.50.

22 4.51 Consumer Law Defendants deny the allegations of paragraph 4.51.
 23 As stated above, Plaintiff entered into a legal services contract with CLA and, to
 24 this end, CLA and Plaintiff agreed on a fee schedule for the services that were to
 25

ANSWER AND DEFENSES TO COMPLAINT - 29

1 be provided by CLA, including an initial consultation fee, a retainer fee, and a
 2 monthly service fee. The payments Plaintiff made to CLA also included monthly
 3 savings payments there were deposited into CLA's legal client trust account to
 4 aggregate over time a sufficient amount of funds to allow CLA to undertake on
 5 Plaintiff's behalf negotiations to settle Plaintiff's unsecured debt. Plaintiff sent
 6 CLA payments in the amount of \$14,463. Consumer Law Defendants deny that
 7 Plaintiff sent that amount to "Defendants". Consumer Law Defendants deny
 8 sentences two and three of paragraph 4.51.

12 4.52 Consumer Law Defendants deny the allegations in paragraph 4.52
 13 of the Complaint.

14 4.53 Consumer Law Defendants deny the allegations in paragraph 4.53
 15 of the Complaint.

17 4.54 Consumer Law Defendants deny the allegations in paragraph 4.54
 18 of the Complaint.

20 4.55 Consumer Law Defendants deny the allegations in paragraph 4.55
 21 of the Complaint.

22 4.56 Consumer Law Defendants deny the allegations in paragraph 4.56
 23 of the Complaint. CLA paid EFA and DRO for the administrative and support
 24 services EFA and DRO provided to CLA; the payments were not "fee splitting".
 25
 26

ANSWER AND DEFENSES TO COMPLAINT - 30

1 4.57 Consumer Law Defendants deny the allegations in paragraph 4.57
2 of the Complaint.
3

4 4.58 Consumer Law Defendants deny the allegations in paragraph 4.58
5 of the Complaint.
6

7 4.59 Consumer Law Defendants deny the allegations in paragraph 4.59
8 of the Complaint.
9

10 4.60 Consumer Law Defendants deny the allegations in paragraph 4.60
11 of the Complaint.
12

13 4.61 Consumer Law Defendants deny the allegations in paragraph 4.61
14 of the Complaint.
15

16 4.62 Consumer Law Defendants deny the allegations in paragraph 4.62
17 of the Complaint.
18

19 4.63 Consumer Law Defendants deny the allegations in paragraph 4.63
20 of the Complaint.
21

22 4.64 CLA assigned Traci Mears, an attorney licensed in Washington, to
23 provide him with legal services and therefore Consumer Law Defendants denies
24 the allegations in paragraph 4.64 of the Complaint. Consumer Law Defendants
25 admit that Ruther and Persels are not licensed to practice law in Washington.
26

ANSWER AND DEFENSES TO COMPLAINT - 31

1 4.65 Consumer Law Defendants deny the allegations in paragraph 4.65
 2 of the Complaint.
 3

4 4.66 Consumer Law Defendants deny the allegations in paragraph 4.66
 5 of the Complaint.
 6

7 4.67 Consumer Law Defendants deny the allegations in paragraph 4.67
 8 of the Complaint.
 9

V. CLAIMS

A. Violations of Washington's Consumer Protection Act.

12 5.1 Consumer Law Defendants reallege their responses in previous
 13 paragraphs as if fully set forth herein.
 14

15 5.2 Consumer Law Defendants deny the allegations in paragraph 5.2
 16 of the Complaint.
 17

18 5.3 Consumer Law Defendants deny the allegations in paragraph 5.3
 19 of the Complaint.
 20

21 5.4 Consumer Law Defendants deny the allegations in the first
 22 sentence of paragraph 5.4 of the Complaint. In answering the second sentence of
 23 paragraph 5.4, CLA entered into a contract with Plaintiff for legal services, which
 24 included performing legal services to assist him with resolving and negotiating his
 25 unsecured debt, which included among other services offering Plaintiff the
 26

ANSWER AND DEFENSES TO COMPLAINT - 32

1 opportunity to advise him on potential alternatives for addressing his debt, such as
 2 bankruptcy, offering him the opportunity to be provided with legal services to
 3 enforce his rights against creditors who violated the Federal Debt Collection
 4 Practices Act, offering the opportunity to be provided legal counsel with regard to
 5 any collection lawsuits brought against him by creditors on his unsecured debt,
 6 including the preparation of pleadings and papers to assist Plaintiff to defend
 7 against such lawsuits, and a variety of other legal services. CLA provided
 8 unbundled legal services to Plaintiff and entered into a legal services contract with
 9 Plaintiff that provided for, among other matters, the arrangements for fees for
 10 CLA's legal services. CLA entered into contracts with other Washington residents
 11 for legal services. Consumer Law Defendants are without knowledge or
 12 information sufficient to form a belief as to the truth of the allegations in sentences
 13 three and four regarding EFA and DRO. Consumer Law Defendants denies the
 14 allegations in the last sentence of paragraph 5.4.
 15

16 5.5 Consumer Law Defendants deny the allegations in paragraph 5.5
 17 of the Complaint.
 18

19 5.6 Consumer Law Defendants deny the allegations in paragraph 5.6
 20 of the Complaint.
 21

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1 **B. Common Law Aiding and Abetting.**

2 5.7 Consumer Law Defendants reallege their responses in previous
3
4 paragraphs as if fully set forth herein.

5 5.8 Consumer Law Defendants deny the allegations in paragraph 5.8
6 of the Complaint.
7

8 5.9 Consumer Law Defendants deny the allegations in paragraph 5.9
9 of the Complaint.

10 5.10 Consumer Law Defendants deny the allegations in paragraph 5.10
11
12 of the Complaint.

13 **C. Breach of Fiduciary Duties.**

14 5.11 Consumer Law Defendants reallege their responses in previous
15
16 paragraphs as if fully set forth herein.

17 5.12 Consumer Law Defendants deny the allegations in paragraph 5.12
18 of the Complaint.
19

20 5.13 Consumer Law Defendants deny the allegations in paragraph 5.13
21 of the Complaint.

22 **D. Injunctive Relief.**

24 5.14 Consumer Law Defendants deny the allegations in paragraph 5.14
25 of the Complaint.
26

ANSWER AND DEFENSES TO COMPLAINT - 34

1 5.15 Consumer Law Defendants deny the allegations in paragraph 5.15
2 of the Complaint.
3

4 5.16 Consumer Law Defendants deny the allegations in paragraph 5.16
5 of the Complaint.
6

7 5.17 Consumer Law Defendants deny the allegations in paragraph 5.17
8 of the Complaint.
9

10 5.18 Consumer Law Defendants deny the allegations in paragraph 5.18
11 of the Complaint.
12

13 5.19 Consumer Law Defendants deny the allegations in paragraph 5.19
14 of the Complaint.
15

E. Class Certification.

16 5.20 Consumer Law Defendants deny the allegations in paragraph 5.20
17 of the Complaint.
18

19 5.21 Consumer Law Defendants deny the allegations in paragraph 5.21
20 of the Complaint; Consumer Law Defendants deny the appropriateness of bringing
21 this lawsuit as a class action.
22

23 5.22 Consumer Law Defendants deny the allegations in paragraph 5.22
24 of the Complaint.
25

26

ANSWER AND DEFENSES TO COMPLAINT - 35

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ATTORNEYS
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Telephone (206) 624-0900

5.23 Consumer Law Defendants deny the allegations in paragraph 5.23
of the Complaint.

5.24 Consumer Law Defendants deny the allegations in paragraph 5.24
of the Complaint.

5.25 Consumer Law Defendants deny the allegations in paragraph 5.25
of the Complaint.

5.26 Consumer Law Defendants deny the allegations in paragraph 5.26
of the Complaint.

5.27 Consumer Law Defendants deny the allegations in paragraph 5.27
of the Complaint.

5.28 Consumer Law Defendants deny the allegations in paragraph 5.28
of the Complaint.

Any allegation in the Complaint that is not specifically addressed by the foregoing responses of Consumer Law Defendants is denied. By way of further answer and as affirmative defenses, Consumer Law Defendants further responds:

DEFENSES AND AFFIRMATIVE DEFENSES

1. The claims asserted by Plaintiff and alleged putative class members fail, in whole or in part, to state a claim upon which relief can be granted.

1 2. The claims asserted by Plaintiff and alleged putative class members
2 are barred, in whole or in part, by the applicable statute of limitations.
3

4 3. The claims asserted by Plaintiff and alleged putative class members
5 are barred, in whole or in part, by the doctrine of laches.
6

7 4. The claims asserted by Plaintiff and alleged putative class members
8 are barred, in whole or in part, by the doctrines of waiver and estoppel.
9

10 5. The relief sought by Plaintiff and alleged putative class members is
11 barred by the provisions of the relevant retainer agreements with CLA for legal
12 services in connection with debt-related issues.
13

14 6. The claims of Plaintiff and alleged putative class members are barred
15 by the accord and satisfaction doctrine.
16

17 7. The claims of Plaintiff and alleged putative class members are barred
18 by settlement and release.
19

20 8. This action may not be maintained as a class action because, among
21 other things, (a) individual issues of law or fact predominate over any common
22 questions; (b) a class action is not an appropriate or superior method for the fair
23 and efficient adjudication of the controversy; (c) Plaintiff will not fairly and
24 adequately protect the interests of the purported class; and (d) the claims or
25
26

ANSWER AND DEFENSES TO COMPLAINT - 37

1 defenses of Plaintiff are not common and are not typical of the claims or defenses
 2 of the putative class.
 3

4 9. Any adjudication of Plaintiff's claims and those of alleged putative
 5 class members through purported "generalized class-wide proof" would violate
 6 Consumer Law Defendants' rights to due process and trial by jury under the United
 7 States Constitution and the analogous provisions of the Washington Constitution.
 8

9 10. The claims of Plaintiff and alleged putative class members are or may
 10 be barred because they engaged in spoliation by disposing of relevant documents
 11 prior to or after having become aware of this action.
 12

13 11. The claims of Plaintiff and alleged putative class members are barred,
 14 in whole or in part, because Plaintiff and/or some of the alleged putative class
 15 members voluntarily consented, expressly and/or impliedly, to any acts or conduct
 16 by Consumer Law Defendants as may be shown.
 17

18 12. The claims of Plaintiff and alleged putative class members are barred,
 19 in whole or in part, by ratification.
 20

21 13. The claims of Plaintiff and alleged putative class members are barred,
 22 in whole or in part, because they were cognizant and aware of all of the facts,
 23 circumstances, and conditions existing, and they consented to, permitted,
 24
 25
 26

ANSWER AND DEFENSES TO COMPLAINT - 38

1 acquiesced to, actively encouraged, and/or voluntarily assumed the risks therefrom
 2 and attendant thereto.
 3

4 14. Any alleged damages were the result of acts or omissions on the part
 5 of Plaintiff and alleged putative class members themselves or third parties, for
 6 which acts or omissions Consumer Law Defendants are not responsible.
 7

8 15. Consumer Law Defendants Persels and Ruther are not subject to the
 9 personal jurisdiction of this Court.

10 16. Consumer Law Defendants are exempt from application of
 11 Washington's Debt Adjusting Statute.
 12

13 17. To the extent that Plaintiff and alleged putative class members have
 14 sustained any legally cognizable damages as a result of the matters alleged in the
 15 Complaint, which Consumer Law Defendants specifically deny, Plaintiff and
 16 alleged putative class members have failed to mitigate those damages.
 17

18 18. Consumer Law Defendants deny that Plaintiff and alleged putative
 19 class members suffered any losses or damages, and in any event, any losses or
 20 damages sustained by Plaintiff and alleged putative class members are *de minimis*,
 21 remote, speculative, and/or transient and thus are not cognizable at law.
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ANSWER AND DEFENSES TO COMPLAINT - 39

19. Consumer Law Defendants reserve the right to assert additional affirmative defenses based on information later uncovered during the discovery process.

WHEREFORE, Consumer Law Defendants request judgment dismissing the Complaint in its entirety, together with costs and fees, and including such other and further relief as the Court deems appropriate.

DATED: May 23, 2011.

STOEL RIVES LLP

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Attorneys for Defendants Consumer Law
Associates LLC, Neil J. Ruther, and
Jimmy P. Persels

CERTIFICATE OF SERVICE

I hereby certify that on May 23, 2011, I caused the foregoing to be electronically filed with the Clerk of the Court using the CM/ECF System which will send notification of such filing to the following participants:

- **Steven Joseph Dixson**
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